

BALL JANIK LLP

A T T O R N E Y S

1455 F STREET, NW, SUITE 225
WASHINGTON, D.C. 20005

www.balljanik.com

TELEPHONE 202-638-3307
FACSIMILE 202-783-6947

LOUIS E. GITOMER
OF COUNSEL
(202) 466-6532

RECORDATION NO. 17425-F FILED

FEB 27 '04

2-47 PM

SURFACE TRANSPORTATION BOARD

lgitomer@dc.bjllp.com

February 27, 2004

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed an original and certified copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Notice of Assumption, a secondary document, dated as of December 4, 2003. The primary document to which this is connected is recorded under Recordation No. 17425. We request that one copy of this document be recorded under Recordation No. 17425-F.

The name and address of the party to the Notice of Assumption is:

Assignee:

M&T Bank
25 South Charles Street MC 101-591
Baltimore, Maryland 21201

A description of the equipment covered by the Notice of Assumption consists of 30 100-ton open top woodchip hopper cars numbered GNRR 10100-10129, inclusive.

BALL JANIK LLP

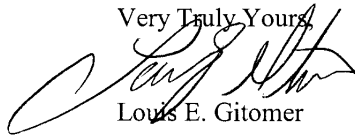
Honorable Vernon A. Williams
February 27, 2004
Page 2

A fee of \$ 30.00 is enclosed. Please return the original to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the index follows: a Notice of Assumption by M&T Bank, 25 South Charles Street MC 101-591, Baltimore, Maryland 21201, covering 30 100-ton open top woodchip hopper cars numbered GNRR 10100-10129, inclusive.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Louis E. Gitomer", is written over the typed name.

Louis E. Gitomer

Enclosures

RECORDATION NO. 17425-F FILED

FEB 27 '04

2-47 PM

NOTICE OF ASSUMPTION

SURFACE TRANSPORTATION BOARD

Dated as of December 4, 2003

M&T Bank ("M&T"), as successor by merger to Allfirst Bank (formerly known as The First National Bank of Maryland ("FNBMD")), gives notice that M&T is assuming all of rights, interests and obligations of FNBMD as follows:

1. Pursuant to a Bill of Sale dated July 16, 1996 (the "Bill of Sale"), Railcar, Ltd. ("RCL") sold to FNBMD all of RCL's right, title and interest in and to 30 100-ton open top woodchip hopper cars numbered GNRR 10100-10129, inclusive (formerly numbered UTBX 10100-10129, inclusive, respectively) (the "Equipment").
2. The Bill of Sale was recorded at the Surface Transportation Board (the "Board") on July 18, 1996 under Recordation No. 20188.
3. Pursuant to an Assumption Agreement and Consent of Lender dated as of July 16, 1996 (the "Assumption Agreement and Consent of Lender") among FNBMD, RCL, and Deutsche Financial Services Holding Corporation ("DFSH"), FNBMD, RCL, and DFSH agreed to the assignment from RCL to FNBMD and the assumption by FNBMD from RCL of RCL's right, title and interest in the Equipment as provided in the Assumption Agreement and Consent of Lender.
4. The Assumption Agreement and Consent of Lender was recorded at the Board on July 22, 1996 under Recordation No. 17425-D.
5. M&T confirms for the public record that it has assumed all of FNBMD's rights, interests and obligations under the Assumption Agreement and Consent of Lender.

M&T Bank, as successor by merger to Allfirst Bank
(formerly known as The First National Bank of Maryland)

By: Jeffrey A. Hinkle
Name: Jeffrey A. Hinkle
Title: Vice President

State of Maryland)
) ss.
County of Baltimore)

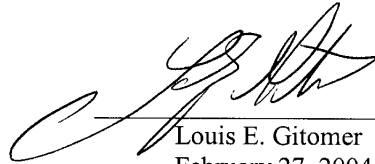
On this 4th day of December, 2003, before me, La-Shawn Jenkins, the undersigned Notary Public, personally appeared JEFFREY A. HINKLE personally known to me to be the person who executed the within instrument as VICE PRESIDENT on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

La-Shawn Jenkins
Notary Public

My commission expires: 5/1/06

CERTIFICATION

I, Louis E. Gitomer, have compared this copy to the original Notice of Assumption dated as of December 4, 2003, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



Louis E. Gitomer
February 27, 2004